

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 11	
2. CONTRACT NO. W91QUZ-09-A-0003		3. AWARD/EFFECTIVE DATE 25-Sep-2013		4. ORDER NUMBER KH45		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY DISA/DITCO-SCOTT-PL83 2300 EAST DRIVE SCOTT AFB IL 62225-5406 TEL: FAX:		CODE HC1028		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO ARMY CIO/G-6 107 ARMY PENTAGON WASHINGTON DC 20310-0107 ALAN KING		CODE W81MR8		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/OFFEROR CARAHSOFT TECHNOLOGY CORPORATION 12369 SUNRISE VALLEY DR STE D2 RESTON VA 20191-5430 CHRIS HIEBERT TEL. 703-871-8565		CODE 1P3C5 FACILITY CODE		18a. PAYMENT WILL BE MADE BY DFAS-CO/JAQBAC WAWF HQ0131 HTTPS://WAWF.EB.MIL/ COLUMBUS OH 43213			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$44,799,817.83	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Lisa O. Cravens</i>		31c. DATE SIGNED 25-Sep-2013	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) LISA O. CRAVENS / CONTRACTING OFFICER TEL: 618-229-9295 EMAIL: lisa.o.cravens.civ@mail.mil			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)						PAGE 2 OF 11
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>			
			42b. RECEIVED AT <i>(Location)</i>			
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS		

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	VMware ELA FFP VMware ELA - License Renewal and Software Support in accordance with Product List (Attachment 1) and Terms and Conditions (Attachment 2) for the VMware product families to include vCenter Operations Manager Enterprise, vCloud Suite Enterprise, Virtual Desktop Infrastructure and Management, and Desk Top and End User Computing. Period of Performance is September 30, 2013 - September 29, 2014. FOB: Destination	1	Lot	\$44,799,817.83	\$44,799,817.83
NET AMT					\$44,799,817.83
ACRN AA CIN: 104155750001					\$44,799,817.83

This is issued under and pursuant to the provisions of (the "Agreement"). The terms and conditions of the Agreement are hereby incorporated by reference and, except as provided herein by this, remain in full force and effect.

This order is being issued under the Carahsoft Department of Defense (DoD) Enterprise Software Initiative (ESI) Blanket Purchase Agreement W91QUZ-09-A-0003. All terms and conditions of the Carahsoft BPA (W91QUZ-09-A-0003) and General Service Administration (GSA) Schedule GS-35F-0119Y apply to this order.

DoD ESI BPA W91QUZ-09-A-0003, contains teaming language which allows for contractor teaming arrangements: "The following VMware partners are Participating Dealers under this BPA and are authorized to quote, accept orders, invoice and receive payment. The individual Order Points are subject to change as authorized by Carahsoft and VMware upon written notification to the Government."

Dell Marketing L.P. is listed as a VMware ESI BPA teaming partner and as such is authorized to quote, accept orders, invoice, and receive payment on the Carahsoft ESI BPA, W91QUZ-09-A-0003.

Award is being made to:
Carahsoft Technology Corp
c/o DELL Marketing, LP
One Dell Way
Round Rock, TX 78682
Phone: (800) 289-3355
Fax: (512) 283-7465

ATTACHMENT 1 - PRODUCT LIST

<u>Product</u>	<u>VMWARE Product #</u>	<u>Quantity</u>	<u>Future Quantity</u>
vCloud Suite Enterprise (vCloud Automation Center, vFabric Application Director 25 pk, vCenter Operations Management Suite 25 pk, vCenter Suite Recovery Manager 25 pk, vCloud Networking and Security, vCloud Director and vCloud Connector Advanced Edition 25 pk, vSphere)	CL5-ENT-F	11,252	Unlimited
Horizon Suite (Horizon View 100pack, Horizon Workspace 100 pack, and Horizon Mirage 100 pack)	HZ-STC-100-F	165	Unlimited
vCenter Server 5 Standard	VCS5-STD-F	5,346	Unlimited
vCenter Heartbeat	VCHB-VCMS55-F	10	Unlimited
Cisco Nexus 1000V for VMware vSphere 5	CISCO-N1K-F	290	Unlimited
Workstation 9 for Linux and Windows	WS9-LW-FE	7,637	Unlimited
vSphere Storage Appliance	VCS5-VSA-F	1	Unlimited
Fusion	FUS5-M-FE	1	Unlimited
vCenter Operations Manager Enterprise (Configuration Manager and vCenter Operations Manager Adapter Pack for 3rd Party - Monitoring Tools)	VC56-ENT25-F	105	Unlimited
vCenter Operations Manager for View	VC-O5-VU10-F	80	Unlimited

For the purposes of this ELA, the definition of "Customer" shall include solely the following entities:

U.S. ARMY FORCES COMMAND (FORSCOM)
U.S. ARMY TRAINING AND DOCTRINE COMMAND (TRADOC)
U.S. ARMY MATERIEL COMMAND (AMC)
U.S. ARMY AFRICA (USARAFRICA)

U.S. ARMY EUROPE/7TH ARMY (USAREUR)
U.S. ARMY PACIFIC (USARPAC)
U.S. ARMY ACCESSIONS COMMAND (USAAC)
U.S. ARMY CORPS OF ENGINEERS (USACE)
U.S. ARMY CRIMINAL INVESTIGATIVE COMMAND (CID)
U.S. ARMY HUMAN RESOURCES COMMAND (HRC)
U.S. ARMY INSTALLATION MANAGEMENT COMMAND (IMCOM)
U.S. ARMY MILITARY DISTRICT OF WASHINGTON (MDW)
U.S. ARMY NETWORK ENTERPRISE TECHNOLOGY COMMAND (NETCOM)
U.S. ARMY TEST AND EVALUATION COMMAND (ATEC)
SUPERINTENDENT, U.S. MILITARY ACADEMY (USMA)
NATIONAL GUARD BUREAU (NGB)
U.S. ARMY RESERVE COMMAND (USAR)
PEO Ammunition
PEO Aviation
PEO Command Control Communications-Tactical (PEO C3T)
PEO Combat Support & Combat Service Support (PEO CS&CSS)
PEO Enterprise Information Systems (PEO EIS)
PEO Ground Combat Systems (PEO GCS)
PEO Intelligence Electronic Warfare & Sensors (PEO IEW&S)
PEO Integration
PEO Missiles & Space (PEO MSLS)
PEO Soldier
PEO Simulation Training & Instrumentation (PEO STRI)
System of Systems Engineering & Integration (SOSE&I)
Joint PEO Chemical Biological Defense (JPEO CBD)
Army Enterprise
Department of Army (DA Staff)
Eighth US Army (EUSA)
Joint Improvised Explosive Device Defeat Organization (JIEDDO)
U.S. Army Audit Agency (AAA)
U.S. Army Central Metering Program (ACMP)
U.S. Army Community & Family Support Center (USACFSC)
U.S. Army Contracting Command (ACC)
U.S. Army Corrections Command (ACC)
U.S. Army Meter Data Management System (MDMS)
U.S. Army Military Entrance Processing Command (MEPCOM)
U.S. ARMY INTELLIGENCE AND SECURITY COMMAND (INSCOM)
U.S. ARMY CENT/3RD ARMY (USARCENT)
U.S. ARMY MILITARY SURFACE DISTRIBUTION AND DEPLOYMENT COMMAND (SDDC)
U.S. ARMY NORTH/5TH ARMY (USARNORTH)
U.S. ARMY SOUTH (USARSO)
U.S. ARMY SPACE AND MISSILE DEFENSE COMMAND/ARMY FORCES STRATEGIC COMMAND (SMDC/ARSTRAT)
U.S. ARMY SPECIAL OPERATIONS COMMAND (USASOC)
U. S. AFRICA COMMAND (USAFRICOM)
U.S. EUROPEAN COMMAND (USEUCOM)
U.S. SOUTHERN COMMAND (USSOUTHCOM)

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN INSPECT AT

INSPECT BY ACCEPT AT

ACCEPT BY

0001 N/A

N/A

N/A

Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 30-SEP-2013 TO 29-SEP-2014	N/A	ARMY CIO/G-6 107 ARMY PENTAGON WASHINGTON DC 20310-0107 ALAN KING 703-545-8990 FOB: Destination	W81MR8

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930.5F20 000 C1013 0 068142 2F 257020 10415575 01

AMOUNT: \$44,799,817.83

CIN 104155750001: \$44,799,817.83

CLAUSES INCORPORATED BY REFERENCE

52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.227-3	Patent Indemnity	APR 1984
52.233-3	Protest After Award	AUG 1996
252.227-7013	Rights in Technical Data--Noncommercial Items	JUN 2013
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	MAY 2013
252.227-7015	Technical Data--Commercial Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012

CLAUSES INCORPORATED BY FULL TEXT

52.204-9000 Points of Contact

As prescribed in 4.103(S-90), insert the following clause:

POINTS OF CONTACT (AUG 2005)**Contracting Officer (KO)**

Name: Carrie Ross

Organization/Office Symbol: DISA/DITCO/PL8321

Phone No.: 618-229-9569

E-Mail Address: Carrie.M.Ross.civ@mail.mil

Contract Specialist

Name: Kimberly Hampel

Organization/Office Symbol: DISA/DITCO/PL8321

Phone No.: 618-229-9392

E-Mail Address: Kimberly.M.Hampel.civ@mail.mil

COR/Mission Partner Point of Contact

Name: Alan King

Organization/Office Symbol: Army CIO/G-6

Phone No.: (703) 545-8990

E-Mail Address: alan.a.king4.civ@mail.mil

Contractor Point of Contact

Award is being made to:

Carahsoft Technology Corp

c/o DELL Marketing, LP

One Dell Way

Round Rock, TX 78682

Phone: (800) 289-3355

Fax: (512) 283-7465

Carahsoft:

DUNS: 088365767

CAGE CODE: 1P3C5

Contractor POC: Chris Heibert

E-Mail Address: chris.heibert@carahsoft.com

Phone Number: 703-871-8565

Dell Marketing L.P.:

DUNS: 877936518

CAGE CODE: 3DMD3

Contractor POC: John Zitelli

Email Address: john_zitelli@dell.com

Phone Number: 703-362-6802

(End of clause)

52.204-9001 Contract/Order Closeout—Fixed-Price, Time-and-Materials, or Labor-Hours (Jan 2007)

Timely contract closeout is a priority under this contract/order. The Contractor shall submit a final invoice within ninety (90) calendar days after the expiration of this contract/order, unless the Contractor requests and is granted an extension by the Contracting Officer, in writing. In addition, and concurrent with the submission of the final invoice,

the Contractor shall notify the Contracting Officer of the amount of excess funds that can be deobligated from this contract/order so the closeout process can begin as soon as possible upon expiration of this contract/order. A bilateral contract/order closeout modification will be forwarded to the Contractor by the Contracting Officer and must be signed by the Contractor and returned to the Contracting Officer within thirty (30) calendar days of issuance of the modification. A Contractor's failure to respond and/or sign the bilateral closeout modification within thirty (30) calendar days of receipt will constitute approval of the terms of the modification and the modification will subsequently be processed unilaterally by the Contracting Officer to deobligate excess funds and close this contract/order.

If this contract/order contains option periods, the Contractor is required to submit an invoice within ninety (90) calendar days after expiration of the base period of performance and the expiration of each exercised option period of performance to allow for deobligation of excess funds that were obligated in those respective periods of performance.

(End of clause)

52.209-9000 ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST (OCCI) (DEC 2005)

(a) An offeror shall identify in its proposal, quote, bid or any resulting contract, any potential or actual Organizational and Consultant Conflicts of Interest (OCCI) as described in FAR Subpart 9.5. This includes actual or potential conflicts of interests of proposed subcontractors. If an offeror identifies in its proposal, quote, bid or any resulting contract, a potential or actual conflict of interests the offeror shall submit an Organizational and Consultant Conflicts of Interest Plan (OCCIP) to the contracting officer. The OCCIP shall describe how the offeror addresses potential or actual conflicts of interest and identify how they will avoid, neutralize, or mitigate present or future conflicts of interest.

(b) Offerors must consider whether their involvement and participation raises any OCCI issues, especially in the following areas when:

- (1) Providing systems engineering and technical direction.
- (2) Preparing specifications or work statements and/or objectives.
- (3) Providing evaluation services.
- (4) Obtaining access to proprietary information.

(c) If a prime contractor or subcontractor breaches any of the OCCI restrictions, or does not disclose or misrepresents any relevant facts concerning its conflict of interest, the government may take appropriate action, including terminating the contract, in addition to any remedies that may be otherwise permitted by the contract or operation of law.

(End of clause)

52.216-9201 PRICE GUARANTEE (H514 Previously)

(JUN 1996)

- a. The prices contained in this contract shall apply from date of contract award through a period ending 12 months from the date of contract award.

- b. Delivery order pricing is set forth in the CLINs. In the event that an underlying DoD ESI BPA (GSA FSS) contract is renewed prior to the completion of the delivery order, the pricing of the delivery order is subject to downward adjustment as follows. If the price in the CLINs is based upon a price that is lower, at the time of the DoD ESI BPA (GSA FSS) renewal, then at time of award of the order, the DoD ESI BPA holder shall adjust the order pricing downward accordingly. In no event shall the delivery order pricing be based upon pricing that is higher than the pricing on the underlying DoD ESI BPA (GSA FSS) contract.
- c. The contract is contingent upon the contractor maintaining or renewing the DoD ESI BPA (GSA FSS). If the contractor enters into a new DoD ESI BPA (GSA FSS), the contractor must notify the government, before expiration of the current DoD ESI BPA (GSA FSS), so the contract can be modified to add the new DoD ESI BPA (GSA FSS) contract number.

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Invoice and Receiving Report Documents (Combo)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

FOB Destination

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0131
Issue By DoDAAC	HC1028
Admin DoDAAC	HC1028
Inspect By DoDAAC	W81MR8
Ship To Code	W81MR8
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

Ship To/Service Acceptor DoDAAC: W81MR8

Name: Alan King

Phone Number: 703-545-8998

Email: Alan.A.King4.civ@mail.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

N/A.

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

ATTACHMENT 2 - TERMS AND COND.

1. The ELA will consolidate all licenses for the products listed in the Product List (Attachment 1) within the Army.
2. All licenses under the ELA will be fully transferrable within the Army.
3. The quantity of licenses shown in the Product List (Attachment 1) reflects the current estimate of the number of licenses for the products listed in the Product List (Attachment 1) currently within the Army. The ELA will allow for unlimited licenses for the products listed in the Product List (Attachment 1).
4. "Software Support," as used in the CLINs, means that the Contractor shall provide all software maintenance and support for the products listed in the Product List (Attachment 1), which includes upgrades, patches, and releases.
5. The Contractor shall provide a Dedicated Point of Contact(s) (who will provide phone number and E-mail address to the Government) who will be provided to the Government at time of Award to assist with migration of existing agreements.
6. The ELA will address all compliance issues for the license and support fees for: (i) the existing perpetual licenses and (ii) all the program licenses identified in CLIN 0001.
7. The Contractor will not sell to the Army any software licenses or maintenance for the products listed in the Product List (Attachment 1) or otherwise covered by the ELA, outside the ELA during the PoP. If the Contractor makes any such sales, the Contractor shall refund the costs of any such sale to the Government and the contract shall be cancelled.
8. All existing contracts for VMware licenses and maintenance currently in effect will remain in effect until the end of their existing Period of Performance (PoP). Upon expiration of the PoP for contracts for VMware licenses and maintenance currently in effect, all such VMware licenses and maintenance will be subsumed by the ELA and shall be provided for under the ELA. The Army will not exercise options on any other VMware licensing agreements.
9. For the VMware ELA, the CHES program has decreased the fee to 1%.